

# BLACK HILLS STATE UNIVERSITY

## ACCEPTANCE, RELEASE AND WAIVER STATEMENT

(Read carefully, sign and date last page)

In consideration of my participation in the study abroad/international course/program administered or supported by BLACK HILLS STATE UNIVERSITY, I **DO HEREBY RELEASE THE STATE OF SOUTH DAKOTA, THE SOUTH DAKOTA BOARD OF REGENTS, BLACK HILLS STATE UNIVERSITY, THEIR OFFICERS, STAFF AND THE PROGRAM DIRECTOR, FROM LIABILITY AND ASSUME THE RISK AS FOLLOWS:**

1. **DEFINITIONS.** As used herein (a) "Participant" means the student or non-student participant and the parent or guardian signing on behalf of the participant (if necessary); (b) "BLACK HILLS STATE UNIVERSITY" means the State of South Dakota, the South Dakota Board of Regents, BLACK HILLS STATE UNIVERSITY; and expressly includes their officers and staff, other representatives, and the Program Director individually and in their representative capacities.
2. **PERSONAL CONDUCT.** BLACK HILLS STATE UNIVERSITY and the Director of the Office of International Studies have the authority and the discretion to establish reasonable rules of conduct for the operation of the program during the entire period of the program, including free time. The use of illegal drugs during the entire period of the program, including free time, is strictly prohibited. The Program Director or other representative of BLACK HILLS STATE UNIVERSITY has the right and authority, but not the obligation, to decide that a participant must be sent home because of violation of stated rules, for disruptive behavior, or for any conduct that might bring the program into disrepute or its participants into legal jeopardy, and that decision will be final. BEING SENT HOME MAY RESULT IN THE INSTITUTION OF STUDENT DISCIPLINARY PROCEEDINGS IN ACCORDANCE WITH REGENTIAL AND UNIVERSITY POLICIES. PERSONS SENT HOME WILL REMAIN RESPONSIBLE FOR ALL PROGRAM COSTS INCURRED ON THEIR BEHALF INCLUDING ANY ADDITIONAL TRAVEL COSTS OF BEING SENT HOME.
3. **INSURANCE COVERAGE.** The student, faculty or staff is obligated to purchase South Dakota Board of Regents Health Insurance which is administered by Cultural Insurance Services International.
4. **MEDICAL TREATMENT.** (a) In the event of any illness or injury to the participant, the participant AUTHORIZES THE PROGRAM DIRECTOR OR ANY REPRESENTATIVE OF BLACK HILLS STATE UNIVERSITY TO SECURE MEDICAL TREATMENT, including surgery and the administration of an anesthetic, and the undersigned accepts all financial responsibility for such treatment; (b) The participant is aware that if hospitalization is necessary for any reason while in a foreign country or in the United States during this program, BLACK HILLS STATE UNIVERSITY CANNOT AND DOES NOT ASSUME ANY LEGAL RESPONSIBILITY FOR PAYMENT OF SUCH COSTS; RATHER, THE PARTICIPANT HEREBY ASSURES BLACK HILLS STATE UNIVERSITY THAT HE/SHE ASSUMES ALL RISK AND RESPONSIBILITY THEREFORE and that the participant has adequate hospitalization insurance to meet any and all needs for payment of hospital costs during this program.
5. **LEGAL PROBLEMS.** The participant acknowledges and understands that should he/she fall into legal problems with any foreign nationals or government jurisdictions of a foreign country that the participant will attend to the matter personally with his/her own personal funds. BLACK HILLS STATE UNIVERSITY DOES NOT GUARANTEE ANY ASSISTANCE UNDER ANY SUCH CIRCUMSTANCES. Moreover, the participant understands that as an American citizen in a foreign country, he/she will be subject to the laws of that foreign country and agrees to conduct himself/herself in a manner that will comply with the regulations of the host university (if any) and of the program as administered by the Program Director or other representatives of BLACK HILLS STATE UNIVERSITY.
6. **TRAVEL PROBLEMS.**  
(a) The participant acknowledges and understands that in the event he/she become detached from the group, fails to meet a departure bus or train, or becomes sick or injured, that the participant will bear all responsibility to seek out, contact, and reach the group at its next available destination. THE PARTICIPANT ALSO

UNDERSTANDS THAT HE/SHE SHALL BEAR ALL COSTS ATTENDANT TO CONTACTING AND REJOINING THE GROUP.

(b) BLACK HILLS STATE UNIVERSITY cannot assure that travel arrangements will be without certain disruption. ACCORDINGLY, THE PARTICIPANT ACKNOWLEDGES AND AGREES TO ACCEPT ALL RESPONSIBILITIES FOR LOSS OR ADDITIONAL EXPENSES DUE TO DELAYS OR OTHER CHANGES in the means of transportation or other services caused by sickness, weather, strikes, or other unanticipated causes.

(c) The participant acknowledges and understands that BLACK HILLS STATE UNIVERSITY assumes no liability whatsoever for any loss, damage, destruction, theft or the like to his/her luggage, personal belongings or self (including death).

(d) THE PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS RETAINED ADEQUATE INSURANCE OR HAS SUFFICIENT FUNDS TO REPLACE SUCH BELONGING AND/OR COVER SUCH LOSSES AND WILL HOLD BLACK HILLS STATE UNIVERSITY HARMLESS THEREFROM. Private travel insurance may be available from insurance agents and BLACK HILLS STATE UNIVERSITY suggests that the participant consider such insurance.

7. **THEFT, OTHER CRIMES, POLITICAL UNREST AND OTHER MISCELLANEOUS TRAVEL RISKS.** THE PARTICIPANT RELEASES BLACK HILLS STATE UNIVERSITY FROM ANY LIABILITY FOR DAMAGE TO OR LOSS OF PERSONAL POSSESSIONS, INJURY, ILLNESS, OR DEATH ARISING OUT OF CRIMES OR POLITICAL UNREST DURING THE PERIOD OF THE PROGRAM. The participant also understands and accepts the risks associated with sickness and/or death from ingestion of impure or unfamiliar foodstuffs, the misunderstanding of notices and signs concerning public health or safety, unfamiliar customs or traditions and all other risks associated with transportation or travel in unfamiliar settings.
8. **RESPONSIBILITY DURING FREE TIME.** The participant understands that during free time within the period of the program and after the period of the program he/she may elect to travel independently at his/her own expense. THE PARTICIPANT AGREES TO INFORM THE PROGRAM DIRECTOR OF THOSE TRAVEL PLANS AND UNDERSTANDS THAT BLACK HILLS STATE UNIVERSITY IS NOT RESPONSIBLE FOR OCCURRENCES DURING SUCH FREE TIME.
9. **USE OF VEHICLE.** BLACK HILLS STATE UNIVERSITY strongly discourages participants from owning or operating vehicles of any type (including non-motorized vehicles) while participating in university affiliated travel. Traffic congestion and different traffic laws and regulations (civil and criminal) can make driving vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibility laws, vary from country to country. If, however, a participant is determined to operate a vehicle while abroad, he/she recognizes that BLACK HILLS STATE UNIVERSITY ASSUMES NO FINANCIAL RESPONSIBILITY FOR LEGAL AID, OR FOR THE CARE OF THE PARTICIPANT SHOULD HE/SHE BE INVOLVED IN AN ACCIDENT WHILE OPERATING A VEHICLE OF ANY TYPE.
10. **CHANGE OR CANCELLATION OF THE PROGRAM.** The participant acknowledges and understands that no refunds for program fees will be made after departure. There is a non-refundable deposit and certain other unrecoverable costs which may also be assessed to the participant if cancellation is necessary before departure. THE PARTICIPANT ACKNOWLEDGES THE RIGHT OF BLACK HILLS STATE UNIVERSITY OR THE PROGRAM DIRECTOR TO WITHDRAW, CHANGE, ALTER, DELETE OR MODIFY THE ITINERARY AND/OR ACADEMIC PROGRAM. Any tuition and fees assessed by the South Dakota Board of Regents are governed by the same University policies applicable to domestic and on-campus programs.
11. **GENERAL RELEASE AND WAIVER.** ON BEHALF OF HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNS, OR OTHERS HAVING CLAIMS THROUGH OR ON THEIR BEHALF, THE PARTICIPANT **RELEASES AND WAIVES** ANY CLAIMS ARISING AGAINST BLACK HILLS STATE UNIVERSITY (AS DEFINED IN PARAGRAPH 1) FROM ANY AND ALL LIABILITY FOR DAMAGE TO OR LOSS OF PROPERTY, INJURY, ILLNESS, OR DEATH DURING THE PERIOD OF THE PROGRAM, arising in any manner from his or her participation in the program including by way of illustration and not limitation: him/herself, fellow participants, host family members (if any), agencies and educational organizations, persons or groups with which BLACK HILLS STATE UNIVERSITY contracts for the provision of services for the program, or which have been suggested by the Program Director as resources for regional or

independent projects.

12. **CHOICE OF LAW AND RULES OF INTERPRETATION**. (a) The participant agrees that this agreement is GOVERNED BY THE LAW OF THE STATE OF SOUTH DAKOTA. The participant further agrees that the proper place for litigating any claims or controversies hereunder are South Dakota Courts; (b) the invalidity of any part or parts of this Acceptance, Release and Waiver does not affect the validity of the remainder of it. MOREOVER, THE PROVISIONS OF THIS AGREEMENT MAY NOT BE AMENDED OR DELETED ORALLY AND THE PARTICIPANT MAY NOT RELY ON ANY ORAL REPRESENTATIONS CONTRARY, OR IN ADDITION, TO THESE EXPRESS TERMS.

**THE PARTICIPANT HAS READ AND UNDERSTANDS THE ABOVE PROVISIONS CONSISTING OF TWELVE NUMBERED PARTS AND AGREES TO BE BOUND THEREBY.**